

DOCKET No. 03-00512



BellSouth Telecommunications, Inc. 615-214-4150  
Suite 2106 Fax 615 214-8867  
333 Commerce Street  
Nashville, Tennessee 37201-3300 katherine.sager@bellsouth.com

Kathy Sager  
Manager  
Regulatory

August 26, 2003

RECEIVED

AUG 27 2003

Ms. Darlene Standley, Deputy Director  
Telecommunications Division  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee

03 - 956

TN REGULATORY AUTHORITY  
TELECOMMUNICATIONS DIVISION

Re: Information Regarding New, Single-Price Hybrid Bundle

Dear Ms. Standley:

Beginning on September 2, 2003 and ending on December 31, 2003, BellSouth will introduce the BellSouth® Integrated Solutions (BIS) program. BellSouth Integrated Solutions consists of an unregulated service bundle that provides the following capabilities for new and existing business voice customers: interoffice facilities where necessary, Dedicated Internet Access, Shared Web Hosting, E-mail boxes, and Customer Premises Equipment, including installation, maintenance and monitoring at a single monthly rate. Non-recurring service establishment charges will be waived. Qualifying customers must sign a thirty-six (36) month BellSouth Integrated Solutions service contract in order to receive the discounted program single price. Should the customer terminate a contract signed under this promotion without cause, charges for termination or cancellation of service shall be limited to those specified in the Tennessee tariff. Unless otherwise specified, this program cannot be combined with any other promotion, program or contract service arrangement provided by BellSouth. BellSouth reserves the right to terminate this program at any time. Because the program includes offerings that are not individually subject to resale, this unregulated service bundle is not subject to resale. Competing resellers can make similar offers by reselling BellSouth's voice products and adding their own unregulated services at a single price. BellSouth's business voice products, however, remain subject to resale at the ordinary tariff price less the wholesale discount for such services.

Yours truly,

A handwritten signature in black ink, appearing to read "Kathy Sager", written over a horizontal line.

®Registered trademark of BellSouth Intellectual Property Corporation

## BellSouth® Integrated Solutions Agreement

BellSouth Telecommunications, Inc. ("BellSouth") agrees to provide and ("Customer") agrees to purchase the BellSouth® Integrated Solutions ("BIS") package pursuant to the terms and conditions set forth herein and BellSouth's BIS Service Description, incorporated herein by reference (collectively, "Agreement").

**1. Services.** BIS is a packaged solution comprised of voice service\* (a minimum of eight channels must be purchased for local voice service), business line\* used for out-of-band monitoring, interoffice facilities\* up to 75 miles where needed to serve customer, Dedicated Internet Access (128K minimum), thirty (30) e-mail boxes, web hosting (twenty (20) megabytes (MB) storage capacity provided via a shared server), customer premises equipment (including installation, maintenance, and monitoring) (collectively, "Services"). The following Optional Services are also available at additional cost: additional voice and/or data capacity\* (available in 64K increments up to 768K maximum for data), voice service features\*, Direct Inward Dialing\*, frame relay\* (additional Permanent Virtual Circuits (PVCs)), and Dedicated Internet Access - additional capacity available in 2 channel increments. BIS may only be purchased by Customers whose traffic is at least 90% intrastate. Customer is responsible for complying with this requirement.

**\*THIS BUNDLE IS PROVIDED AT A SINGLE PRICE FOR ALL SERVICES INCLUDED. ALL OTHER TERMS AND CONDITIONS FOR INCLUDED REGULATED TELECOMMUNICATIONS SERVICES SHALL BE GOVERNED BY Bellsouth's LAWFULLY FILED TARIFFS. TO THE EXTENT THERE IS A CONFLICT BETWEEN ANY TERMS OR CONDITIONS AS SET FORTH IN THE TARIFFS, AND THOSE IN THIS AGREEMENT, THEN THE TARIFF TERMS SHALL APPLY.**

**2. Term.** The term of this Agreement is thirty-six (36) months from the date upon which installation of the Services is completed ("Term"). If neither Party has terminated this Agreement as provided for herein on or before the date the Term expires, this Agreement shall be extended on a month-to-month basis under the same terms and conditions herein and may, after that date, be terminated upon 30-days' written notice by either Party.

**3. Prices and Payment.** Customer agrees to pay the rates and charges for the Services as set forth in the Order Summary attached as Exhibit A. If Customer is not in default, Customer may request in writing changes to Customer's configurations of Services hereunder via a Move/Add/Change ("MAC") order at prevailing market rates, which also may result in an adjustment to the total price or schedule for delivery of BIS or other terms of the existing Order Summary. If Customer does not pay BellSouth's monthly invoice by the due date stated in the invoice, late payment and interest charges will be computed at one and one-half percent (1 1/2%) per month, or the highest amount permitted by applicable law, whichever is less; provided, however, that to the extent BellSouth's lawfully filed tariffs governing late payment and interest charges for regulated services conflict with this provision, then the late payment and interest charges for those regulated services will be computed as set forth in BellSouth's General Subscriber Services Tariff, Section A2.

**4. Taxes.** All charges and fees are exclusive of applicable federal, state or local taxes. Customer agrees to pay or reimburse BellSouth for any and all sales and use taxes, duties, or levies imposed by any authority, government, or government agency (other than taxes levied on BellSouth's net income) resulting from the Agreement, the provision or use of BIS or any activities hereunder. Customer is responsible for any ad valorem, property, or other taxes assessable on equipment provided to Customer as part of BIS on or after delivery to the installation site.

**5. CPE and CPE Maintenance.**

**5.1** BellSouth agrees to provide Customer with an Integrated Access device designated by BellSouth ("CPE") for use with BIS and maintenance on the CPE for the Term pursuant to this Agreement. Title to the CPE and the risk of loss or damage thereto shall pass to Customer upon delivery to the installation site. BellSouth will, as specified by BellSouth and the CPE manufacturer, terminate the CPE onto an appropriate pre-installed termination interface, test for connectivity, and make the CPE ready for programming by Customer or BellSouth as may be agreed upon. Customer agrees to provide, in a timely manner, Customer design information, a suitable installation space and operating environment, access, and electrical and communications connections as specified by BellSouth. **Customer is responsible for cross-connecting the CPE to all applicable customer devices, such as routers, key systems, etc.**

**5.2** If Customer reports CPE problems in accordance with BellSouth's standard procedures, BellSouth will provide commercially reasonable maintenance and repair service to restore the CPE to good working order (or, at BellSouth's option, replace the CPE) within a reasonable time with new or used/refurbished replacement parts or CPE reasonably consistent with the age and condition of the CPE being serviced. Customer will pay BellSouth's then prevailing rates for repair or replacement of any CPE, including parts and labor and any increase in service time required, resulting from any cause other than normal wear and tear, including but not limited to misuse or negligent operation of the CPE, unauthorized repairs, relocation, or modifications, improper operating environment, repair, accident, theft, unexplained loss, lightning, electrical power surge, fire, flood, wind, acts of terrorism, and acts of God. All reports of problems and requests for CPE maintenance must be reported to BellSouth at the telephone number or e-mail address that BellSouth provides to Customer in writing. Customer agrees not to move the CPE covered by the maintenance service from its place of installation without BellSouth's prior written consent.

**6. Customer Responsibility.**

**6.1** Customer agrees to comply with all applicable laws, rules and regulations in connection with BIS and not to use BIS in a way that would, or would assist any third party to, violate any law or be in breach of the Agreement or any applicable Acceptable Use Policy. Customer agrees not to use, transmit or publish in connection with BIS any information, software or other content in any manner that violates or infringes upon the rights of any others. Customer is responsible for: (i) assuring that its authorized users comply with the terms of this Agreement and that unauthorized persons do not gain access to or use BIS through user names, passwords, or other identifiers assigned to Customer pursuant to this Agreement; (ii) providing any equipment and software that may be necessary for use of BIS by Customer in addition to any equipment and software that may be used or provided by BellSouth for its provision of BIS; and (iii) timely payment of all charges for usage of BIS applicable to its account whether or not by authorized users or for authorized purposes.

**6.2** Customer shall provide BellSouth with such access, space, facilities, and all relevant information necessary to implement and install BIS and all relevant Customer-specific or other graphics, text and other information or content to be incorporated into Customer's Web site or hosted application in a timely manner, and such other related information or documentation as is reasonably requested by BellSouth for purposes of facilitating BellSouth's provision of BIS to Customer. If implementation or installation of the Services is delayed, by no fault of BellSouth, for 60 days or more from the execution of this Agreement by BellSouth, the Parties agree that BellSouth may at its option (1) begin billing for the Services or (2) deem the Agreement to be terminated and collect early termination charges as set forth herein. Customer's delay or failure to fulfill its responsibilities hereunder may result in an adjustment to the costs or the schedule for delivery of BIS, and will release BellSouth from its obligations hereunder to the extent that BellSouth is adversely affected by such Customer delay or failure.

**7. Assignment and Resale.** Customer may not assign, transfer, or resell the Services without the prior written consent of BellSouth. Any attempt by Customer to assign or transfer any of Customer's rights, duties, or obligations with respect to the Services without BellSouth's written consent shall be void. No assignment or transfer shall release Customer from any of its obligations with respect to the Services. Except as otherwise specifically stated herein, the provisions of this Agreement are for the benefit of the Parties and not for any other person.

**8. Trade Name, Trademarks and Service Marks, Use of Materials, Marks and Information.** Neither Party is authorized to use any name or mark of the other Party in any advertising, publicity or in any other commercial manner, or to make any media release or other public announcement relating or referring to the Agreement, without the prior written consent of the other Party. Customer shall have no ownership or property rights in the Services or in any documentation provided in connection with the Services. Customer may make copies of such documentation solely for

use in connection with its authorized use of the Services, and all such copies shall include all copyright, trademark and other proprietary notices appearing in the original documentation. All trademark, product and service marks contained on or associated with the Services that are not BellSouth marks are the trademarks of their respective owners. References to any names, marks, products, services or equipment of third parties do not necessarily constitute or imply BellSouth's endorsement, sponsorship or recommendation of the third party, information, product or service.

#### **9. Indemnification.**

**9.1** If promptly notified in writing of any claim brought against Customer that any part of the Services or CPE furnished under this Agreement infringes a United States patent, copyright, trademark, trade secret or other intellectual property right, BellSouth will defend that claim at its expense and pay all fees, costs or damages that may be finally awarded or resulting from a settlement, provided that Customer permits BellSouth to have sole control of the defense or settlement of any claim, does not make any compromise, admission of liability or settlement, or take any other action impairing the defense of such claim without BellSouth's prior written approval, cooperates in all reasonable ways to facilitate the settlement or defense of any claim, and the claim does not arise from Customer modifications to or combinations of any part of the Service with services and equipment provided by Customer or others, or from Customer's use of such Services that is not in accordance with applicable manufacturer's specifications.

**9.2** If any part of the Services becomes, or in BellSouth's opinion, is likely to become the subject of a claim of infringement, or if a final injunction is obtained against Customer prohibiting use of such by reason of infringement of a United States patent, copyright, trademark, or other intellectual property right, BellSouth will: (i) procure for Customer the right to continue using the Services; (ii) replace it with a non-infringing Services substantially complying with the Services specifications; or (iii) modify the Services so they become non-infringing and perform in a substantially similar manner to the original Services. If these options are not reasonably available to BellSouth, then BellSouth may direct Customer to cease using the affected Services, in which case the Services shall terminate immediately, and return any amounts prepaid by Customer for the Services for any period after BellSouth directs Customer to cease such use, which is in either case the subject or potential subject of an infringement claim.

**9.3** Customer will indemnify and save BellSouth harmless from and against all loss, liability, damage, and expense, including all reasonable counsel fees, due to claims for infringement of United States patents, copyright, trademark, or other intellectual property rights, or due to any other claims or causes of action by third parties of any nature whatsoever, arising from the use, in connection with the Services, of equipment, software or information not provided by BellSouth, or otherwise relating to or arising out of Customer's use of the Services.

**10. Notices.** Except as otherwise provided herein, any notices or demands will be given in writing sent by hand delivery, courier service, facsimile or registered or certified mail, return receipt requested, postage prepaid, to Customer or BellSouth at the following addresses: To BellSouth: To Customer: All notices under this Agreement that are addressed as provided herein will be deemed given (a) upon delivery if delivered personally or by courier service, (b) when confirmed if delivered by facsimile, and (c) on the fifth (5<sup>th</sup>) business day after the day it is sent if delivered by mail in the manner described above. Either Party may change its notification contact and address by giving 10 business days' prior written notice to the other.

#### **11. Termination and Default.**

**11.1** If either Party becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceeding, makes an assignment for the benefit of creditors, becomes subject to any proceeding under the Bankruptcy Code or similar laws, or admits in writing its inability to pay debts when due, the other Party may, in addition to all other rights and remedies provided by this Agreement or by law or in equity, terminate this Agreement.

**11.2** If Customer fails to pay any amount within 10 days after written notice that the same is delinquent, refuses to accept conforming Services, or if Customer's equipment or use of the Services interferes with the Services or any other user, BellSouth may, in addition to all other rights and remedies provided by this Agreement or by law or in equity, terminate this Agreement or any Customer order.

**11.3** If BellSouth breaches any of the material terms of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach, Customer may (as its sole remedy except for any credits that may be payable for downtime as provided elsewhere herein) terminate its Services by written notice to BellSouth, without obligation for early termination charges.

**11.4** If, in BellSouth's judgment, BellSouth cannot provide any portion or all of the Services as contemplated in this Agreement due to a legal, regulatory, technical or other reason, BellSouth may cease providing the Services without any liability to Customer. Nothing herein will be construed to require BellSouth to seek a waiver of any law, rule, regulation, or restriction, or seek judicial review or appeal of any court order.

**11.5** If Customer terminates without cause, or has its Services, or this Agreement terminated pursuant to this section, prior to commencement of the Services or prior to the expiration of the Term as set forth in Section 2, Customer shall be liable for any and all expenses incurred to date as a result of this Agreement, including installation charges for the CPE, as well as a termination charge equal to 100% of the total monthly charges (other than variable usage charges) that would have become due for the remainder of the Term if such termination had not occurred; provided, however, that to the extent BellSouth's lawfully filed tariffs governing termination charges for term contracts for regulated services conflict with this provision, then the termination charges for the included regulated services will be computed as set forth in BellSouth's General Subscriber Services Tariff, Section A2. BellSouth will also discontinue providing maintenance on the CPE at no charge to Customer. Customer shall pay the expenses and termination charge to BellSouth within thirty (30) days after such cancellation or termination.

**12. Warranty Disclaimer.** THERE ARE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT BELL SOUTH KNOWS, OR HAS REASON TO KNOW, OF ANY SUCH PURPOSE), FOR CPE FURNISHED OR SERVICES PERFORMED UNDER THIS AGREEMENT, WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, AND BELL SOUTH EXPRESSLY DISCLAIMS SAME. THE SERVICES AND CPE ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS. NEITHER BELL SOUTH NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS WARRANT THAT THE SERVICES OR USE OF CPE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES BELL SOUTH OR ANY OF ITS UNDERLYING SERVICE OR CPE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICES OR CPE.

**13. Remedies of Customer.** Customer's sole remedy for any failure or non-performance of the Services or CPE shall be (i) for BellSouth to use commercially reasonable efforts to adjust or repair the Services or CPE and, in the event such failure or non-performance results in Services downtime that exceeds the period of time specified in any applicable service level agreement, to receive a refund of or credit against any charges otherwise payable for the affected component of the Services for the period of Services downtime as provided for in the applicable service level agreement, or (ii) if such failure or non-performance results in Services downtime or degradation so substantial as to render the Services essentially unavailable to or unusable by Customer for normal use, to terminate the Services for default by BellSouth in the manner provided in these Terms. Unless specified to the contrary in any applicable service level agreement, the maximum credit for service downtime or other failure shall not exceed the total monthly bill to the Customer for the affected component of the Services for the month in which such downtime or failure occurs. If changes to the Services materially adversely affect Customer's ability to use the Services, Customer may, as its sole remedy, terminate the Services by written notice to BellSouth, without payment of early termination charges.

#### **14. Disclaimer/Limitation of Liability.**

**14.1** BellSouth and its underlying service providers, information providers, licensors, employees, or agents shall not be responsible for or liable to Customer or any of Customer's users for the use made of the Services or CPE by Customer, its authorized users, or any other third party; for

any claim or other action against Customer by any third party (except as set forth in the Indemnity section of this Agreement); for any act or omission of any other entity furnishing products and services that are used by Customer in connection with the Services or CPE or for failure of any products or services provided by Customer; or for any damages or losses caused by the fault or negligence of Customer or Customer's failure to perform Customer's responsibilities hereunder.

**14.2** The following limitations of liability represent a material inducement to the Parties to enter into this Agreement at the stated price(s). If additional risks were contemplated by BellSouth, they would have been reflected in an increased price(s). In contemplation of the price, Customer acknowledges there is sufficient consideration for the limitation of damages and remedies set forth in the Agreement. **NEITHER CUSTOMER NOR BELL SOUTH OR ITS EMPLOYEES, AGENTS, CONTRACTORS, UNDERLYING SERVICE OR CPE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, SUPPLIERS, OR MANUFACTURERS, WILL BE LIABLE TO CUSTOMER (OR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM CUSTOMER'S RIGHTS) FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, ECONOMIC, OR INDIRECT DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, OR DAMAGES AS A RESULT OF THE OPERATION OR MALFUNCTION OF SERVICES OR CPE, OR DUE TO LOSS OF DATA, TOLL FRAUD OR OTHER UNAUTHORIZED USE, OR LOSS OF USE, INCLUDING INJURY TO PROPERTY, WHETHER OR NOT THEY OR BELL SOUTH HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT OR OTHER SERVICES AVAILABLE THROUGH THE SERVICES. CUSTOMER AGREES IT WILL NOT IN ANY WAY HOLD BELL SOUTH OR ITS UNDERLYING SERVICE OR CPE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, CONTRACTORS, OR AGENTS RESPONSIBLE FOR ANY SELECTION OR RETENTION OF THIRD PARTIES IN CONNECTION WITH THE SERVICES OR CPE.**

**14.3** If a court should hold the limitations of liabilities or remedies available in this Agreement, or any portions thereof, are unenforceable for any reason, or that any of Customer's remedies hereunder fail of their essential purpose, Customer expressly agrees that under no circumstances shall BellSouth's total liability (or that of any of its underlying service providers, information providers, licensors, employees, or agents) to Customer or any party claiming by, through or under Customer for any cause whatsoever, regardless of the form of action, whether in contract or in tort, including negligence, in the aggregate, exceed the amount of charges paid by Customer for use of the Services during the twelve-month period preceding the date such claim first arose.

#### **15. Miscellaneous.**

**15.1** Neither Party may bring an action, regardless of form, arising out of the Services or this Agreement more than two years after the cause of action arose.

**15.2** Neither Party's failure to exercise any right or remedy arising directly or indirectly under this Agreement will operate as a waiver of any right or remedy it may have, nor will an exercise of any right or remedy by either Party preclude any right or remedy otherwise available to such Party.

**15.3** The headings used in this Agreement are for convenience only and do not affect the meaning or interpretation of this Agreement.

**15.4** This Agreement sets forth the entire agreement between the Parties with respect to the Services, and supersedes any prior written or verbal proposals, agreements, understandings or other discussions respecting the same.

**15.5** In the event that one or more of the provisions contained in this Agreement or incorporated herein by reference is invalid, illegal or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provision(s) will be considered inoperative to the extent of such invalidity, illegality or unenforceability and unless a complete failure of consideration would result therefrom, the entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties hereto will be construed and enforced accordingly.

**16. Survival.** Any obligations of any Party, which by their terms would continue beyond the termination, cancellation, or expiration of this Agreement, will survive such termination, cancellation or expiration.

**17. Disputes.** The Parties agree to submit to non-binding mediation any dispute, controversy or claim arising in connection with this Agreement, or the breach, termination, validity or enforceability of any provision hereof (a "dispute") that is not resolved through negotiation. If the Parties are unable to agree on a mediator from a list obtained from the American Arbitration Association ("AAA") office located in Atlanta, Georgia, the AAA will select the mediator. If any dispute is not resolved through mediation, it will be resolved by final and binding arbitration conducted in accordance with the Commercial Arbitration Rules of the AAA. One arbitrator will be selected in accordance with such rules and will allow such discovery as is appropriate. Any arbitration pursuant to this Agreement must be commenced within one (1) year after the dispute has arisen. Judgment upon an arbitration award may be entered in a court having jurisdiction thereof, or a Party may apply to such court for judicial acceptance and enforcement of the award, as the law may allow. Any mediation or arbitration conducted pursuant to this Section will take place in Atlanta. Other than those matters involving injunctive relief or enforcement of the award, the Parties agree that this Section is a complete defense to any suit, action or other proceeding instituted in any court or administrative body with respect to any dispute or the performance or provision of the Service by BellSouth. Nothing in this Section prevents the Parties from exercising their right to terminate this Agreement in accordance with the terms hereof.

**18. Excused Delay/Performance.** BellSouth will be excused from performance and will not be liable for any delay or damage caused, in whole or in part, by any occurrence beyond the reasonable control either of BellSouth or of its subcontractors or suppliers. Such contingencies include acts or omissions of any regulated telephone network and any other occurrence commonly known as force majeure, including without limitation, acts of war and terrorism, civil disobedience, embargoes, delay in transportation, failure by suppliers to deliver equipment, governmental action, acts of any third party, labor disputes, strikes, or other concerted acts of workers, casualties or accidents, fire, explosion, flood, severe weather or other acts of God, power failure, shortage of labor or materials, or discovery of asbestos or other hazardous substance or any other causes or circumstances whether of a similar or dissimilar nature to the foregoing, which prevent or hinder the delivery of the Service. BellSouth may cancel or delay performance hereunder for so long as such performance is delayed by such occurrence or occurrences, and in such event BellSouth will have no liability to Customer.

**19. Governing Law.** This Agreement will be governed by the laws of the State of Georgia, without regard to its conflict of law provisions.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date(s) below.

Customer:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

BellSouth Telecommunications, Inc.  
By: BellSouth Business Systems, Inc.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A

### Sample BIS Service Order Summary

**Customer Name:**

**Installation Address:**

**City, State, Zip:** , ,

**Phone:** - -

The undersigned Customer hereby orders from BellSouth Telecommunications, Inc. ("BellSouth"), the Services and associated charges specified in this Order Summary Form for a 36-month term subject to and in accordance with the BellSouth® Integrated Solutions Agreement, the BIS Service Description, and all applicable Acceptable Use policies ("AUP"), incorporated herein by reference. The BellSouth AUP may be found at <http://contact.bellsouth.com/smallbusiness/BIST1/>. Customer acknowledges by signing below it has reviewed these documents. This Order is valid only when accepted by an authorized representative of BellSouth. The Term of the Services begins upon final service installation of this Order by BellSouth. Customer grants BellSouth and its affiliates the ability to act on Customer's behalf to resolve all maintenance issues involving BIS service.

Dedicated Internet Access (DIA)

\_\_\_\_\_ If Customer has existing BellSouth DIA service and would like to terminate it to obtain BIS, Customer must initial here to authorize such termination.

**Type of Package: BIS-T1(8 voice lines/128K DIA= \$639 Monthly)**

**Number of additional voice lines: 5 x \$30 per channel = \$150 Monthly**

**Number of additional data lines: 4 = 384 Kbps\* x \$30 per channel = \$120 Monthly**

\* DIA Bandwidth must be equal to or greater than Frame Relay Customer Connection Speed associated with the Dedicated Internet Access

**Optional Features:**

Voice Features (BIST1 only)	Monthly Rate: \$10 per channel x N/A =	<b>Monthly</b>
Direct Inward Dial (DID)	Monthly Rate: \$20 per channel x N/A =	<b>Monthly</b>
Interoffice mileage (if applicable)	Monthly Rate: \$75 up to 75 miles, \$13 per each additional ½ mile	<b>Monthly</b>

**TOTAL MONTHLY RATE FOR BELL SOUTH INTEGRATED SOLUTIONS: \$909.00\*\***

**\*\*DOES NOT INCLUDE TAXES OR FEDERAL CHARGES**

**Shared Web Hosting**

- Windows 2000-based platform, 30 e-mail accounts, 200 megabytes (MB) of Web hosting space
- Maximum usage each month is limited to 8 gigabytes (GB)
- Overage of 8 GB maximum will be billed at a rate of \$0.10 per MB

**NOTE:** To activate the Shared Web Hosting component of BIS, Customer will be provided an assigned url upon installation of BIS. Customer must purchase its own SSL certificate.

Customer Initials: \_\_\_\_\_

Date: \_\_\_\_\_

***Insert Current Date***

BellSouth Telecommunications, Inc.  
Insert Appropriate Address

Re: Letter of Agency/Authorization

The undersigned hereby designates BellSouth Telecommunications, Inc. and its affiliated companies ("BellSouth") as its agent for the purpose of (i) placing and coordinating orders for communications services and facilities, or related equipment designated by the undersigned (collectively, "Products" or "Services") with local exchange carriers, interexchange carriers and other providers of communications-related services or related equipment designated by the undersigned (collectively, "Providers"), and/or (ii) otherwise dealing with and performing all ancillary and related matters with respect to coordinating the fulfillment of such orders and/or the installation, delivery, maintenance, servicing or repair of such Products or Services, and the undersigned authorizes BellSouth to place such orders for Products or Services or to perform such other activities described above, directly with such Providers on behalf of, for the account of and in the name of the undersigned.

The undersigned acknowledges that it, and not BellSouth, will be responsible for determining and selecting the Products and Services and the Providers to be utilized by the undersigned and for payment of all charges for Products and Services in connection therewith.

The undersigned intends that copies of this letter of agency and authorization may be given by BellSouth to Providers and that such copies shall be sufficient evidence for such Providers of BellSouth's authority as granted hereunder.

This letter of agency and authorization shall remain valid until expressly revoked in writing by the undersigned, who represents he/she has the authority to sign this letter of agency.

Sincerely,

Company Name: \_\_\_\_\_

Company Telephone Number: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

